

CSC/LCD-700 (Rev. 08/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

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MI

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EFFECTIVE DATE:

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ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: Southfield Neighborhood Revitalization Initiative LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The name of the resident agent at the registered office is: Frederick E. Zorn

2. The street address of the location of the registered office is:

26000 Evergreen Rd.

Southfield

Michigan

48076

(Street Address)

(City)

(Zip Code)

3. The mailing address of the registered office if different than above:

(P.O. Box or Street Address)

(City)

Michigan

(Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 27 day of JUNE 2016
By Southfield Nonprofit Housing Corporation

By Mitchell K Simon
(Signature(s) of Organizer(s))

MITCHELL K SIMON

(Type or Print Name(s) of Organizer(s))

CSCL/CD-700 (Rev. 08/15)

Preparer's Name Pentiuk, Couvreur & Koblijak, P.C.Name of person or organization remitting fees.
Pentiuk, Couvreur & Koblijak, P.C.Business telephone number (734) 281-7100(734) 281-7100**INFORMATION AND INSTRUCTIONS**

1. This form may be used to draft your Articles of Organization. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the Act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporations, Securities & Commercial Licensing Bureau. The original will be returned to your registered office address unless you enter a different address in the box on the front of this document.

Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 23, P.A. of 1993, by one or more persons for the purpose of forming a domestic limited liability company. **Use form BCS/CD 701 if the limited liability company will be providing services rendered by a dentist, an osteopathic physician, a physician, a surgeon, a doctor of divinity or other clergy, or an attorney-at-law.**
4. Article I - The name of a domestic limited liability company is required to contain the words Limited Liability Company or the abbreviation L.L.C. or L.C., with or without periods.
5. Article II- Under section 203(b) of the Act, it is sufficient to state substantially, alone or with specifically enumerated purposes, that the limited liability company is formed to engage in any activity within the purposes for which a limited liability company may be formed under the Act.
6. Article V - Section 401 of the Act specifically states the business shall be managed by members unless the Articles of Organization state the business will be managed by managers. If the limited liability company is to be managed by managers instead of by members, insert a statement to that effect in Article V.
7. This document is effective on the date endorsed "Filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. The Articles must be signed by one or more persons organizing the Limited Liability Company. Type or print the name of the organizers signing beneath their signature.
9. If more space is needed, attach additional pages. All pages should be numbered.
10. **NONREFUNDABLE FEE:** Make remittance payable to the State of Michigan. Include limited liability company name on check or money order.....**\$50.00**

Submit with check or money order by mail:

Michigan Department of Licensing and Regulatory Affairs
Corporations, Securities & Commercial Licensing Bureau
Corporations Division
P.O. Box 30054
Lansing, MI 48909

To submit in person:

2501 Woodlake Circle
Okemos, MI
Telephone: (517) 241-6470

Fees may be paid by check, money order, VISA or
Mastercard when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First Time Users: Call (517) 241-6470, or visit our website at <http://www.michigan.gov/corporations>
Customer with MICH-ELF Filer Account: Send document to (517) 636-6437

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

**OPERATING AGREEMENT
OF SOUTHFIELD NEIGHBORHOOD REVITALIZATION INITIATIVE LLC
A Michigan Limited Liability Company**

This Operating Agreement is made and adopted on August 23, 2016, by Southfield Neighborhood Revitalization Initiative LLC, a Michigan limited liability company (the Company) and Southfield Nonprofit Housing Corporation, its sole member (the Member).

**ARTICLE I
ORGANIZATION AND MEMBERSHIP**

1.1 Formation. The Company has been organized as a member-managed Michigan limited liability company by the filing of the Articles of Organization (the Articles) as required by the Michigan Limited Liability Company Act, MCL 450.4101 et seq. (the Act). The Member is the only member of the Company.

1.2 Name. The name of the Company shall be as stated in the Articles, as amended. The Company may also conduct its business under one or more assumed names.

1.3 Purpose (or Purposes). The Company has been formed for the purpose of purchasing tax foreclosed and other properties, improving such properties, selling such properties to persons of low and moderate income when possible and improving housing and homeownership opportunities in the City of Southfield. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

1.4 Duration. The Company shall commence on the date of filing of the Articles with the Department of Licensing and Regulatory Affairs, Corporations, Securities, and Commercial Licensing Bureau, and shall continue in existence for the period fixed in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

1.5 Registered Office and Resident Agent. The Registered Office and the Resident Agent of the Company shall be as designated in the initial or amended Articles. The Registered Office and the Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

1.6 Sole Member. The Member is the sole member of the Company. There are not any other members. The Member is the only person who has been admitted to the Company as a member and the Member is the only person who has and holds a membership interest in the Company. The Member, being the only member and having and holding the only membership interest in the Company, is the only person having rights in the Company, including but not limited to the only right to receive distributions and the only right to vote and participate in management.

1.7 No Liability of Member for Acts, Debts, or Obligations. Unless otherwise provided by law, the Member is not liable for the acts, debts, or obligations of the Company.

1.8 Allocation of Profits and Losses; Distributions. Any and all profits and losses for each fiscal year shall be allocated to the Member. Distributions may be made to the Member, in such amounts or forms and at such times, as determined by the Member unless otherwise provided by the Act.

1.9 Assignment of Member's Interest—Distributions. The Member shall be free to assign any part (but not the whole) of the Member's membership interest representing the distributions to which the Member would be entitled on such terms as the Member and such assignee may agree.

1.10 Assignment of Member's Interest—Full Membership. The Member shall be free to assign all or any part of the Member's interest representing the entire right to be a Member in the Company, on such terms as the Member and such assignee may agree, but only if those persons being or becoming members of the Company first enter into a multiple-member operating agreement that provides for voting rights, allocations of profit and loss, timing of distributions, designation of a tax matters partner, and other matters that are commonly addressed in a multiple-member operating agreement.

1.11 Additional Members. The Company may admit one or more other persons as Members of the Company on such terms as the Company and such additional persons may agree, but only if the Member and those persons being or becoming members of the Company first enter into a multiple-member operating agreement that provides for voting rights, allocations of profit and loss, timing of distributions, designation of a tax matters partner, and other matters that are commonly addressed in a multiple-member operating agreement.

ARTICLE II MANAGEMENT OF THE COMPANY

2.1 Management. Except as otherwise provided in the Act, the business and affairs of the Company shall be managed by or under the authority of managers appointed by the Member (the Manager). The Managers may be known as and hold whatever title (or titles) the Member chooses, including the title of President. There shall be three Managers. The consent of not less than two individual Managers shall represent the action of the Manager and shall be necessary to bind the Company.

2.2 Power and Authority of Manager. Any and all decisions and actions concerning the business and affairs of the Company shall be made solely by the Manager. The Manager has the sole power and authority, on behalf of the Company, to do all things necessary or convenient to carry out the Company's business and affairs, including the sole power and authority to (a) purchase, lease, or otherwise acquire any real or personal property from any source whatsoever, including the Member; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, or otherwise dispose of or encumber any real or personal property; (c) open one or more depository accounts and make deposits into, write checks

against, and make withdrawals against such accounts; (d) execute any and all contracts, agreements, documents, and instruments of any nature whatsoever; (e) engage agents and establish their respective duties and compensation; (h) obtain insurance covering the business and affairs of the Company and its property; (i) begin, prosecute, or defend any proceeding brought by or against the Company; and (j) participate with others in partnerships, joint ventures, and other associations and strategic alliances. Again, any and all decisions and actions concerning the business and affairs of the Company shall be made solely by the Manager except as otherwise provided in the Act.

2.3 Third-Party Reliance. Any person (including any financial institution or contracting party) who may deal with the Company or the Manager on behalf of the Company shall be entitled, without liability and without any further inquiry or investigation whatsoever, to rely on the sole, exclusive, and unilateral power and authority of the Manager to make any and all decisions and to take any and all actions with respect to the Company, and the decisions and actions of the Manager shall be binding on and enforceable against the Company except for decisions requiring the approval of the Member as provided below

2.4 Limitation on Power. Notwithstanding anything to the contrary contained in this Article II, the following matters shall require the consent of the Members:

- (a) The admission of one or more additional Member(s) to Company;
- (b) Obtaining financing on behalf of the Company;
- (c) The consolidation or merger of the Company with another entity, or the acquisition of another entity's equity or assets, or any other similar business combination or reorganization;
- (d) Making any assignment for the benefit of creditors, or voluntarily filing any proceedings under federal or state bankruptcy or similar laws for the protection of the Company against its creditors, or consenting to any such filing by any person against the Company, or publicly admitting the inability of the Company to meet its financial obligations as they become due; and
- (e) An amendment to the Company's Articles.

2.5 Term/Removal of a Manager. Each individual Manager shall serve in his or her capacity until his or her resignation, death, bankruptcy, legal incapacity or until the Manager is removed by the Member with or without cause.

ARTICLE III ADMINISTRATIVE PROVISIONS

3.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. The Company's books and records shall be kept at the Company's Registered Office.

3.2 Fiscal Year. The Company's fiscal year shall be the same as the Members fiscal year.

3.3 Amendment; Entire Agreement. This Operating Agreement may be amended at any time by the Member, for any reason. This Operating Agreement, as may be amended, constitutes the entire agreement between the Member and the Company with respect to its subject matter.

ARTICLE IV INDEMNIFICATION; EXCULPATION OF LIABILITY

4.1 Indemnification; Exculpation of Liability. The Company shall indemnify, defend, and hold the Member and Manager harmless from and against any losses, claims, costs, damages, and liabilities, including, without limitation, judgments, fines, amounts paid in settlement, and expenses (including, without limitation, attorney fees and expenses, court costs, investigation costs, and litigation costs) incurred by the Member or Manager in any civil, criminal, or investigative proceeding in which it, he or she is involved or threatened to be involved by reason of the individuals being a manager of the Company or it being a Member of the Company. Moreover, the Member and each Manager shall not have any liability for any breach of any duty established by Section 404 of the Act. However, the Company shall not be required to indemnify the Member or a Manager for and the liability of the Member or a Manager shall not be eliminated for (a) the receipt of a financial benefit to which the Member is not entitled; (b) liability under Section 308 of the Act; or (c) a knowing violation of law.

ARTICLE V DISSOLUTION AND WINDING UP

5.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events only: (a) at any time specified in the Articles; (b) on the occurrence of any event specified in the Articles; or (c) the consent of the Member.


5.2 Winding Up. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed in a manner consistent with the Act.

This Operating Agreement is made and adopted by the Company and the Member as the sole Member of the Company, as of the day and year listed on the first page of this Operating Agreement.

SOUTHFIELD NEIGHBORHOOD REVITALIZATION INITIATIVE LLC

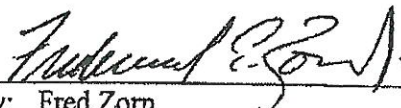
By: Southfield Nonprofit Housing Corporation


Its: Sole Member


By: President
Its: President

MANAGER:


By: Mitchell K. Simon


By: Fred Zorn


By: E'toile Libbett